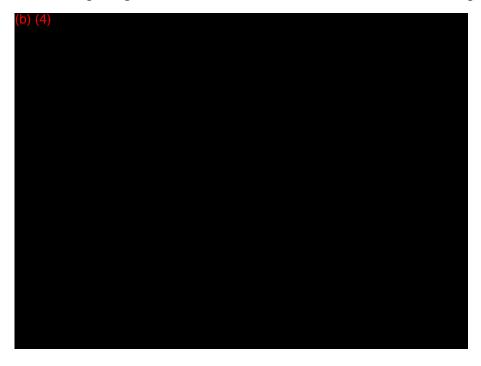
	CITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS EROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER  EQWPME-16-5132			
				-			0.0011	10	
2. CONTRACT NO.	3. AWARD/EFFECTIVI DATE	E 4. ORDER NUME	BER	5. SOLICITA	TION NU	IMBER	6. SOLI	CITATION ISSUE	
GS-11-P-17-YE-D-0004	2/1/2017								
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHO	NE NUM	BER (No collect	1	ER DUE DATE/ AL TIME	
	kelly.deshields	@gsa.gov		202.30	8.9146	3			
9. ISSUED BY	CODI	11/51/00	10. THIS ACQUIS	ITION IS UI	NRESTR	RICTED OR X	ET ASIDE:	100 % FOR:	
OFFICE OF ACQUISITIO BRANCH -NCR	N, WEST O&M C	ONTRACTS	SMALL BUSIN	NESS (V	VOSB) E	DWNED SMALL B LIGIBLE UNDER JSINESS PROGR	THE WOME		
300 7TH & D STREET SV	/		BUSINESS	ΠE	OWOSB		561	210	
WASHINGTON, DC 2040			SERVICE-DIS VETERAN-OV				SIZE	STANDARD:	
	- Office Otatoo		SMALL BUSIN		(A)		\$38	.5M	
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS	12. DISCOUNT TERM	S				. RATING			
MARKED	None			ONTRACT IS A ORDER UNDE	r				
				15 CFR 700)	14.	METHOD OF SO			
SEE SCHEDULE		D0000077	40. 454414107555	-D DV		RFQ	IFB	RFP	
15. DELIVER TO "5TH & F STREETS, NW"	CODI	DC0030ZZ	16. ADMINISTERE OFFICE OF ACQUISIT		NTRACTS E	BRANCH -NCR	CODE	WPHCC	
WASHINGTON, DC 20001-0000			300 7TH & D STREET WASHINGTON, DC 20						
17a. CONTRACTOR/ CODE 002	2538303 FACILI	TY	18a. PAYMENT W	ILL BE MADE E	BY		CODE	BCFA	
COA VIRGINIA INC			PBS Payments	s Branch					
2035 TURNER RD			P.O. Box 1718						
RICHMOND, VA 23225-7439	RICHMOND, VA 23225-7439			76102-0181					
USA									
TELEPHONE NO.									
17b. CHECK IF REMITTANCE I OFFER	S DIFFERENT AND PUT	SUCH ADDRESS IN	18b. SUBMIT INV BELOW IS C		_	SHOWN IN BLOCK	< 18a UNLE	SS BLOCK	
19. ITEM NO.	20 SCHEDULE OF SUF			21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT	
Soo bolow fo	or additional inforr	nation							
See below it	ir additional inion	nation							
<del></del>	rse and/or Attach Additio	nal Sheets as Necessa	ary)			<u> </u>			
25. ACCOUNTING AND APPROPRIA  Please see attached	TION DATA					al award amol 40,313.15	JNT (For Go	ovt. Use Only)	
27a. SOLICITATION INCORPORATE	S BY REFERENCE FAR 52.:	212-1, 52.212-4. FAR 52.2	212-3 AND 52.212-5 AI	RE ATTACHED. A			ARE	NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDE	R INCORPORATES BY REF	ERENCE FAR 52.212-4.	FAR 52.212-5 IS ATTA	CHED. ADDEND	A	X ARE	E ARE I	NOT ATTACHED	
28. CONTRACTOR IS REQUIRE			2	29. AWARD OF	CONTRA	ACT: REF. GS	11P16YE	7005	
COPIES TO ISSUING OFFICE.  DELIVER ALL ITEMS SET FORTI ADDITIONAL SHEETS SUBJECT	H OR OTHERWISE IDEI	NTIFIED ABOVE AND	ON ANY			YOUR OFFE ANY ADDITIONS ACCEPTED AS 1	OR CHANG		
30a. SIGNATURE OF OFFEROR/CO			31a. UNITED STA	TES OF AMERI	CA (SIG	NATURE OF CO	VTRACTING	G OFFICER)	
						MARCUS	SIMS /	Chairy signal by MMATTA SEMS JOHN, USES, SEMSONARY, ASSESSMENT SEMSONARY AMERICAN AMERICANS, DUMMATTH S. L. Sell-Matta SEMSONARY SEMSONARY S. MINISTER, SEMSONARY SEMSONARY	
30b. NAME AND TITLE OF SIGNER	(Type or print)	30c. DATE SIGNED	31b. NAME OF CO	ONTRACTING C	FFICER	(Type or print)	310	c. DATE SIGNED	
			Marcus Sim	S					

19. ITEM NO.		20. SCHEDULE OF SUP				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY II	N COLLIMN	21 HAS BEEN							
RECEIVED			TED, AND CONFORMS	тот	HE CONT	RACT, EXCEP	T AS NOT	ED:	
32b. SIGNATURE REPRESENT		DRIZED GOVERNMENT	32c. DATE			NTED NAME A		OF AUTHORIZED O	GOVERNMENT
32e. MAILING AD	DRESS OF	AUTHORIZED GOVERNMENT	T REPRESENTATIVE		32f. TEL	PHONE NUMB	ER OF AL	JTHORZED GOVERN	IMENT REPRESENTATIVE
					32g E M	IAIL OF ALITH	ODIZED C	OVERNMENT REPR	ESENTATIVE
33. SHIP NUMBEI	D.		25 AMOUNT VEDICIE	.D			JNIZED O	OVERNMENT REFIN	
33. SHIP NUMBER	К	34. VOUCHER NUMBER	35. AMOUNT VERIFIE CORRECT FOR	:D	36. PAY	MENI			37. CHECK NUMBER
PARTIAL 38. S/R ACCOUN	FINAL	39. S/R VOUCHER NUMBER	40. PAID BY		cc	MPLETE	PARTIA	L FINAL	
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		JNT IS CORRECT AND PROPE OF CERTIFYING OFFICER	41c. DATE			D BY (Print)			
				42b.	RECEIVE	D AT (Location	)		
				42c.	DATE RE	C'D (YY/MM/D	(D) 4:	2d. TOTAL CONTAIN	ERS

## **SF1449 List of Accounting Strings**

**Accounting String** 

**Amount Obligated** 



			1		PAGE OF 4 10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001	Facilities Management To provide commerical facilities management services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month (02/01/2017 - 02/28/2017) of funding in the amount of \$22,654.89. The remaining 11 months are subject to the limitations of Government's Obligation clause and will be funded in one month increments. Contractors email: pmederos@caocorp.com. The contractor will be sent an email to the above email address when the subsequent monthly increment of funding is provided.  1B7N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ  Obligated: \$22,654.89  PoP: 02/01/2017 - 02/28/2017	(b) (4)			
0002	Facilities Management To provide commerical facilities management services at National Building Museum, 401 F St NW, Washington, DC 20001	(b) (4)			

			1		PAGE OF 5 10	
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	(DC0030ZZ). PoP: 03/01/2017 - 01/31/2018					
0003	Operation and Maintenance (A47) To provide commercial Operations and Maintenance services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month (02/01/2017 - 02/28/2017) of funding in the amount of \$54,965.95. The remaining 11 months are subject to the limitations of Government's Obligation clause and will be funded in one month increments. 1B7N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ	(b) (4)				
0004	Operation and Maintenance (A47) To provide commerical Operations and Maintenance services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 03/01/2017 - 01/31/2018	(b) (4)				
0005	Operation and Maintenance	(b) (4)				

			1		PAGE OF 10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	Additional Services (A47) To provide commercial Operations and Maintenance (Additional) services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month (02/01/2017 - 02/28/2017) of funding in the amount of \$17,767.75. The remaining 11 months are subject to the limitations of Government's Obligation clause and will be funded in one month increments.  1B7N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ		ISSUE		
	Obligated: \$17,767.75 PoP: 02/01/2017 - 02/28/2017				
0006	Operation and Maintenance Additional Services (A47) To provide commercial Operations and Maintenance (Additional) services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 03/01/2017 - 01/31/2018	(b) (4)			
0007	Elevator Maintenance (A44) To provide commerical Elevator Maintenance services at National	(b) (4)			

			ı		PAGE OF 7 10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month (02/01/2017 - 02/28/2017) of funding in the amount of \$842.40. The remaining 11 months are subject to the limitations of Government's Obligation clause and will be funded in one month increments.  1B7N03308.2017.192X.11.P1126001 .PG61.PGA44.K08DC0030ZZ Obligated: \$842.40				
0008	PoP: 02/01/2017 - 02/28/2017  Elevator Maintenance (A44) To provide commerical Elevator Maintenance services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 03/01/2017 - 01/31/2018	(b) (4)			
0009	Custodial (A11) To provide commercial Custodial services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month (02/01/2017 - 02/28/2017) of	(b) (4)			

					PAGE OF 8 10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	funding in the amount of \$31,582.16. The remaining 11 months are subject to the limitations of Government's Obligation clause and will be funded in one month increments. 1B7N03308.2017.192X.11.P1126001 .PG61.PGA11.K08DC0030ZZ		10002		
0010	PoP: 02/01/2017 - 02/28/2017  Custodial (A11) To provide commerical Custodial services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 03/01/2017 - 01/31/2018	(b) (4)			
0031	Transition Services From old CFM Contractor to New CFM Contractor Period of Performance: February 1, 2017 – January 31, 2018 (Base Year) The Contracting Officer's Representative (COR) is Mark Otey. The COR is responsible for receiving, reviewing and recommending approval of all valid invoices, including the final invoice, submitted by the contractor. He can be contacted on (202) 694-8034 or	(b) (4)			

					PAGE OF
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	9 10 AMOUNT
	mark.otey@gsa.gov, regarding any technical matters. INVOICES: Please submit an original invoice electronically to GSA Finance (http://finance.gsa.gov). Also, Submit a Duplicate copy to: Kelly DeShields (CS) at (Kelly.deshields@gsa.gov) and Mark Otey(COR) at mark.otey@gsa.gov. Ensure that you reference the PDN (1B7N03308) and Contract Number (GS-11-P-17-YE-D-0004 assigned to this order on each invoice submitted for payment. NOTE: An invoice will be considered valid when the following conditions are met: 1.The contractor submitted the original invoice to the address block #21 or online at https:\\finance.gsa.gov and a copy of the invoice to the Project Manager at the same time. 2.The invoice contains the assigned ACT number or Pegasys Document Number (PDN) assigned at award. 3.The remittance address on the invoice should match the remittance address on the award document. Any invoice that does not meet these three conditions				

Mill be rejected. Once a valid invoice is received, it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the Government. If you have any questions, please contact the Contract Specialist, Kelly DeShields (202-308-9146), or the COR, Mark Otey (202) 694-8034 .  187N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ				ı	PAGE OF 10
invoice is received, it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the Government. If you have any questions, please contact the Contract Specialist, Kelly DeShields (202-308-9146), or the COR, Mark Otey (202) 694-8034 .  1B7N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ	ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	OF	AMOUNT
	STOCK NUMBER	will be rejected. Once a valid invoice is received, it will be reviewed and payment will be authorized if the supplies/services have been received and accepted by the Government. If you have any questions, please contact the Contract Specialist, Kelly DeShields (202-308-9146), or the COR, Mark Otey (202) 694-8034 . 1B7N03308.2017.192X.11.P1126001 .PG61.PGA47.K08DC0030ZZ	TITY		AMOUNT

## **CLAUSE: Limitation of Government's Obligation.**

As prescribed, use the following clause:

#### LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item(s) 0001 through 0010 and 0031 are incrementally funded. For these item(s), the sum of \$ 140,313.15 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (https:\\finance3.gsa.gov). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

## 30 Day Transition-In Period

On execution of contract*	\$ 140,313.15

### Base Period

March 1, 2017	\$ 127,813.15
April 1, 2017	\$ 127,813.15
May 1, 2017	\$ 127,813.15
June 1, 2017	\$ 127,813.15
July 1, 2017	\$ 127,813.15
August 1, 2017	\$ 127,813.15
September 1, 2017	\$ 127,813.15
October 1, 2017	\$ 127,813.15
November 1, 2017	\$ 127,813.15
December 1, 2017	\$ 127,813.15
January 1, 2018	\$ 127,813.15

(End of clause)

		CT/ORDER FOR TE BLOCKS 12, 1			1. REQUISITI		MBER	PAGE	9
2. CONTRACT NO		3. AWARD/EFFECTIVE DATE	4. ORDER NUMI	BER	5. SOLICITAT	ION NU	JMBER	6. SOLI	CITATION ISSUE
			1		GS-11-P-16-Y				8/2016
7. FOR SOLIC		a. NAME			b. TELEPHON cails)	IE NUN	IBER (No collect	LOCA	ER DUE DATE/ AL TIME 5/2016
		kelly.deshields@	Dosa.gov		202.308	.9146	5		PM (EST)
9. ISSUED BY		CODE	WPHCC	10. THIS ACQUIS	SITIONIS UN	RESTF	RICTED OR X SE		100 % FOR
OFFICE OF	ACQUISITION	N, WEST O&M CO	NTRACTS	SMALL BUSI			OWNED SMALL BUS		
BRANCH -NO		v, vvior odivi oc	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	HUBZONE S	[ (vv		LIGIBLE UNDER THUSINESS PROGRAM		
	STREET SW	ı		BUSINESS	_	WOSB			210
				SERVICE-DI	SABLED -				STANDARD:
WASHINGTO	JN, DC 20407	' United States		VETERAN-O SMALL BUSI		A)		\$38	.5M
11. DELIVERY FO		12. DISCOUNT TERMS		1_		13b	RATING		
TION UNLESS MARKED	BLOCKIS				ONTRACT IS A ORDER UNDER				
		None		1	(15 CFR 700)	14.	METHOD OF SOLIC	CITATION	
SEE SCH	EDULE	1					RFQ IFE	3	X RFP
15. DELIVER TO		CODE	DC0030ZZ	16. ADMINISTER	ED BY TION, WEST OAM CON	TRACTOR	BANCH NCB	CODE	WPHCC
WASHINGTON, DC 20001	-0000			300 TH & D STREET	SW	1700131	arouten men		
				WASHINGTON, DC 2	DAU/ United States				
17a. CONTRACTO OFFEROR	R/ CODE	FACILITY		18a. PAYMENT V	MLL BE MADE B	Y		CODE	BCFA
	C			PBS Payment	s Branch				
COA Virginia, LL 5710-C General V	c Washington Drive	9		P.O. Box 1718					
Suite C				Ft. Worth, TX	76102-0181				
Alexandria, VA 2	2312								
TELEPHONE NO.	(703) 649-5800			1					
	· ·	DIFFERENT AND PUT S	SUCHADDRESSIN	18b. SUBMIT IN	OICES TO ADDI	RESS S	HOWN IN BLOCK 1	Ba UNLES	S BLOCK
OFFER				BELOWIS	CHECKED	SEE A	DDENDUM		
19.		20.		*	21.	22	23		24.
ITEM NO		SCHEDULE OF SUPP	LIES/SERVICES		QUANTITY	UNIT	UNIT PRICE		AMOUNT
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	See below for	r additional informa	ation				1		
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					} I		1		
	(Use Revers	se and/or Attach Additions	l Sheets as Necessa	ary)					
25. ACCOUNTING	AND APPROPRIAT	TION DATA		14.1	2	S. TOTA	AL AWARD AMOUN	T (For Go	rt. Use Only)
Please see at	tached								
27a. SOLICITATI	ONINCORPORATES	BY REFERENCE FAR 52.212	2-1, 52.212-4 FAR 52.2	12-3 AND 52.212-5 A	RE ATTACHED. AD	DENDA	X ARE	ARE N	OT ATTACHED
27b. CONTRACT	PURCHASE ORDER	INCORPORATES BY REFER	RENCE FAR 52.212-4.	FAR 52.212-5 IS ATTA	ACHED ADDENDA		ARE	ARE N	OT ATTACHED
28. CONTRAC	TOR IS REQUIRED	TO SIGN THIS DOCUM	ENT AND RETURN	1	29, AWARD OF C	ONTRA	CT REF.		OFFER
COPIES TO IS	SUING OFFICE.	CONTRACTOR AGREES	TO FURNISH AND		DATED		YOUR OFFER		TATION
		OR OTHERWISE IDENT		ON ANY (	BLOCK 5) INCLU		ANY ADDITIONS OF ACCEPTED AS TO	CHANG	
30a. SIGNATURE C	F OFFEROR/CON	TRACTOR //	11	31a. UNITED STA	TES OF AMERIC	A (SIG	NATURE OF CONTR	RACTING	OFFICER)
(6)									
30b. NAME AND TI	TLE OF SIGNER (7	Type or print) 30	c. DATE SIGNED	31b. NAME OF CO	ONTRACTING OF	FICER	(Type or print)	31c	DATE SIGNED
Nicholas Ar	, Executive V	vice President	10/26/2016	Elaina Walk	er				
AUTHORIZED FOR	LOCAL REPRODU	CTION				STA	NDARD FORM	1449 (0	EV 2/2012\

19. ITEM NO.		20 SCHEDULE OF SUI				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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32a. QUANTITY IN			PTED, AND CONFORMS	TO T	HE CONT	RACT, EXCEP	T AS NOT	ED	
		ORIZED GOVERNMENT	32c. DATE					OF AUTHORIZED G	OVERNMENT
REPRESENT	Alive				KE	PRESENTATIV			
32e. MAILING ADI	DRESS OF	AUTHORIZED GOVERNMEN	T REPRESENTATIVE		32f, TELI	PHONE NUMBI	ER OF AU	THORZED GOVERN	MENT REPRESENTATIVE
						<u>-</u>		U	
				-0			ORIZED G	OVERNMENT REPR	
33. SHIP NUMBER	₹	34. VOUCHER NUMBER	35, AMOUNT VERIFIE CORRECT FOR	D	36. PAY	MENT			37. CHECK NUMBER
PARTIAL 38. S/R ACCOUNT	FINAL	39. S/R VOUCHER NUMBER	40 8415 84		☐ co	MPLETE _	PARTIAL	FINAL	
		JNT IS CORRECT AND PROPI OF CERTIFYING OFFICER	ER FOR PAYMENT 41c. DATE	42a. i	RECEIVE	OBY (Print)			
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			=	42c. [	DATE REC	C'D (YY/MM/DE	D) 42	d. TOTAL CONTAIN	ERS

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT	AM	OUNT
0001	Facilities Management	(b) (4)	ļ			
	To provide commerical facilities			W. W		
	management services at National					
	Building Museum, 401 F St NW,					
	Washington, DC 20001					
	(DC0030ZZ). NOTE: The					
	certification of funding					
	reflects only one month		. = -			
	(11/01/2016 to 11/30/2016) of	100				
	funding in the amount of					
	\$20,280.91. The remaining 11					
	months are subject to the	diam'r.				
	limitations of Government's					
	Obligation clause and will be					
	funded in one month					
	increments.					
	PoP: 11/01/2016 - 11/30/2016		11 11 11			N
	FOF. 17/01/2010 - 11/30/2010					
0002	Facilities Management	(b) (4)				
0002	To provide commerical facilities					
	management services at National					
	Building Museum, 401 F St NW,					
	Washington, DC 20001					
	(DC0030ZZ).		- 8			
	PoP: 12/01/2016 - 10/31/2017					
0003	Operation and Maintenance (A47)	(b) (4)				
	To provide commerical Operations					
	and Maintenance services at					
	National Building Museum, 401 F					
	St NW, Washington, DC 20001	TVI II			i i	
	(DC0030ZZ). NOTE: The					
	certification of funding					
		1 1				

					PAGE OF 4 9
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
410	reflects only one month				
	(11/01/2016 to 11/30/2016) of				
	funding in the amount of				
	\$54,414.91. The remaining 11				
	months are subject to the		1		
	limitations of Government's				l i
	Obligation clause and will be				
	funded in one month increments.	1			i i
	PoP: 11/01/2016 - 11/30/2016				1
0004	Operation and Maintenance (A47)	(b) (4)			
	To provide commerical Operations				
	and Maintenance services at				
	National Building Museum, 401 F				1
	St NW, Washington, DC 20001				
	(DC0030ZZ).				
	PoP: 12/01/2016 - 10/31/2017				
0005	Operation and Maintenance	(b) (4)			
	Additional Services (A47)				
	To provide commercial Operations				
	and Maintenance (Additional)				
	services at National Building				
	Museum, 401 F St NW, Washington,				
	DC 20001 (DC0030ZZ). NOTE: The				
	certification of funding				
	reflects only one month				
	(11/01/2016 to 11/30/2016) of	1			
	funding in the amount of				
	\$31,283.33. The remaining 11				
	months are subject to the				
	limitations of Government's				
	Obligation clause and will be				
	funded in one month increments.				
		1			

					PAGE OF 5 9
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	PoP: 11/01/2016 - 11/30/2016				
0006	Operation and Maintenance Additional Services (A47)	(b) (4)			
	To provide commercial Operations and Maintenance (Additional) services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 12/01/2016 - 10/31/2017		X 80		
0007	Elevator Maintenance (A44) To provide commerical Elevator Maintenance services at National Building Museum, 401 F St NW,	(b) (4)		-	
	Washington, DC 20001 (DC0030ZZ). NOTE: The certification of funding reflects only one month				
	(11/01/2016 to 11/30/2016) of funding in the amount of \$1,823.50. The remaining 11 months are subject to the				
	limitations of Government's Obligation clause and will be funded in one month increments. PoP: 11/01/2016 - 11/30/2016				
008	Elevator Maintenance (A44)	(b) (4)	1		
	To provide commerical Elevator Maintenance services at National Building Museum, 401 F St NW, Washington, DC 20001 (DC0030ZZ). PoP: 12/01/2016 - 10/31/2017				

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
009	Custodial (A11)	(b) (4	.)		
	To provide commerical Custodial		1		
	services at National Building		1		
	Museum, 401 F St NW, Washington,		1		
	DC 20001 (DC0030ZZ). NOTE: The				1
	certification of funding		1		1
	reflects only one month		1		
	(11/01/2016 to 11/30/2016) of				
	funding in the amount of				
	\$42,287.20. The remaining 11		9		
	months are subject to the		1		1
	limitations of Government's				
	Obligation clause and will be				
	funded in one month increments.	1			
	PoP: 11/01/2016 - 11/30/2016				1
010	Custodial (A11)	(b) (4)			
	To provide commerical Custodial				
	services at National Building				
	Museum, 401 F St NW, Washington,				
	DC 20001 (DC0030ZZ).				
	PoP: 12/01/2016 - 10/31/2017				
011	Facilities Management	(b) (4)			
	OPTION I				
	PoP: 11/01/2017 - 10/31/2018				
012	Operation and Maintenance (A47)	(b) (4)			
	OPTION I				
	PoP: 11/01/2017 - 10/31/2018				
013	Operation and Maintenance	(b) (4)			
	Additional Services (A47)				

ITEM NO., FORM OR STOCK NUMBER   DESCRIPTION OF ARTICLES OR SERVICES   QUAN   PRICE   PRICE	PAGE OF 9
DO14  Elevator Maintenance (A44) OPTION I PoP: 11/01/2017 - 10/31/2018  Custodial (A11) OPTION I PoP: 11/01/2017 - 10/31/2018  DO15  Custodial (A11) OPTION I PoP: 11/01/2017 - 10/31/2018  DO16  Facilities Management OPTION II PoP: 11/01/2018 - 10/31/2019  DO17  Operation and Maintenance (A47) OPTION II PoP: 11/01/2018 - 10/31/2019  DO18  Operation and Maintenance Additional Services (A47) OPTION II PoP: 11/01/2018 - 10/31/2019  DO19  Elevator Maintenance (A44) OPTION II PoP: 11/01/2018 - 10/31/2019  Custodial (A11) OPTION II PoP: 11/01/2018 - 10/31/2019  Custodial (A11) OPTION II PoP: 11/01/2018 - 10/31/2019  Facilities Management  DO20  Facilities Management	AMOUNT
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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
	PoP: 11/01/2019 - 10/31/2020				
022	Operation and Maintenance (A47) OPTION III PoP: 11/01/2019 - 10/31/2020	(b) (4)			
		(b) (4)			
023	Operation and Maintenance Additional Services (A47) OPTION III PoP: 11/01/2019 - 10/31/2020				
024	Elevator Maintenance (A44) OPTION III PoP: 11/01/2019 - 10/31/2020	(b) (4)			
0025	Custodial (A11) OPTION III PoP: 11/01/2019 - 10/31/2020	(b) (4)			
0026	Facilities Management OPTION IV PoP: 11/01/2020 - 10/31/2021	(b) (4)			
0027	Operation and Maintenance (A47) OPTION IV PoP: 11/01/2020 - 10/31/2021	(b) (4)			
0028	Operation and Maintenance Additional Services (A47) OPTION IV PoP: 11/01/2020 - 10/31/2021	(b) (4)			
0029	Elevator Maintenance (A44) OPTION IV	(b) (4)			
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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMO	UNT
	PoP: 11/01/2020 - 10/31/2021					
30	Custodial (A11) OPTION IV PoP: 11/01/2020 - 10/31/2021	(b) (4)				
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# Section I – Clauses

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Full text is available electronically at: <a href="http://www.acquisition.gov/far/">http://www.acquisition.gov/far/</a>.

- 52.203-17 Contractor Employee Whistleblower Rights
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
- **52.204-9 Personal Identity Verification of Contractor Personnel**
- 52.212-4 Contract Terms and Conditions—Commercial Items (May 2015)
- 52.217-8 Option to Extend Services (Nov 1999)
- 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)
- 52.223-1 Bio-based Product Certification.
- 52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-5 Pollution Prevention and Right-to-Know Information
- 52.223-7 Notice of Radioactive Materials.

## **52.223-9** Estimate of Percentage of Recovered Material Content for EPA-Designated Items.

- 52.223-10 Waste Reduction Program (May 2011)
- 52.223-11 Ozone-Depleting Substances.
- 52.223-15 Energy Efficiency in Energy-Consuming Products.
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
- 52.223-19 Compliance with Environmental Management Systems
- 52.228-5 Insurance Work on a Government Installation (Jan 1997)
- GSAM 552.228-5 Government as Additional Insured (May 2009)

#### Section III - B

#### CLAUSES INCORPORATED BY FULL TEXT

- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (May 2015)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- \_X\_ (1) <u>52.203-6</u>, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_X\_ (2) <u>52.203-13</u>, Contractor Code of Business Ethics and Conduct (Apr 2010) (<u>41 U.S.C. 3509</u>)).
- \_\_(3) <u>52.203-15</u>, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub.
L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
X_(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of
Div. C).
  (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)
(Pub. L. 111-117, section 743 of Div. C).
   (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred,
Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
   (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
(41 U.S.C. 2313).
(10) [Reserved].
(11)(i) <u>52.219-3</u>, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (<u>15 U.S.C. 657a</u>).
(ii) Alternate I (Nov 2011) of 52.219-3.
   (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT
2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(ii) Alternate I (JAN 2011) of <u>52.219-4</u>.
(13) [Reserved]
X (14)(i) <u>52.219-6</u>, Notice of Total Small Business Set-Aside (Nov 2011) (<u>15 U.S.C. 644</u>).
(ii) Alternate I (Nov 2011).
(iii) Alternate II (Nov 2011).
(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of <u>52.219-7</u>.
(iii) Alternate II (Mar 2004) of <u>52.219-7</u>.
X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
__(ii) Alternate I (Oct 2001) of <u>52.219-9</u>.
(iii) Alternate II (Oct 2001) of <u>52.219-9</u>.
(iv) Alternate III (Oct 2014) of <u>52.219-9</u>.
(18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011)(<u>15 U.S.C. 644(r)</u>).
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__ (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (<u>15 U.S.C. 637(a)(14)</u>).
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- (20) <u>52.219-16</u>, Liquidated Damages-Subcontracting Plan (Jan 1999) (<u>15 U.S.C. 637(d)(4)(F)(i)</u>).
- (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (<u>15</u> <u>U.S.C. 657 f</u>).
- (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_(23) <u>52.219-29</u>, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (<u>15 U.S.C. 637(m</u>)).
- \_\_ (24) <u>52.219-30</u>, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (<u>15 U.S.C. 637(m</u>)).
- \_X\_ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- X (28) <u>52.222-26</u>, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_X\_ (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014)(<u>38 U.S.C. 4212</u>).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_X\_ (31) <u>52.222-37</u>, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- \_X\_ (32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- $_{\rm X_{-}}$  (33)(i)  $_{\rm 52.222-50}$ , Combating Trafficking in Persons (Mar 2015) ( $_{\rm 22~U.S.C.~chapter~78}$  and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_X\_ (34) <u>52.222-54</u>, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_(35)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_(36)(i) <u>52.223-13</u>, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-13.

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(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.
x (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
   (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s
13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16.
X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
(E.O. 13513).
(41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
  (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C.
chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.
103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-
43.
(ii) Alternate I (May 2014) of 52.225-3.
(iii) Alternate II (May 2014) of 52.225-3.
(iv) Alternate III (May 2014) of 52.225-3.
(43) <u>52.225-5</u>, Trade Agreements (Nov 2013) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note).
 (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and
statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
   (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)
(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302
Note).
(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  (47) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42</u>
U.S.C. 5150).
X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505,
10 U.S.C. 2307(f)).
X (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C.
2307(f)).
X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31)
U.S.C. 3332).
  (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul
2013) (31 U.S.C. 3332).
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(52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

- X (53) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- \_\_(54)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C.</u> Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_ (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- X (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_X\_ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_ (5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- \_\_(7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- X\_ (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
- (9) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>).
- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at <u>52.215-2</u>, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records

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relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause <u>52.222-17</u>.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) <u>52.222-26</u>, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) <u>52.222-37</u>, Employment Reports on Veterans (Jul 2014) (<u>38 U.S</u>.C. 4212)
- (ix) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

- (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
- \_\_(B) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78 and E.O 13627</u>).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

- (xvi) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; <u>10 U.S.C. 2302</u> Note).
- (xvii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xviii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, predesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

Alternate II (Jul 2015). As prescribed in  $\underline{12.301}$ (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (<u>5 U.S.C. App.</u>), or an authorized representative of either of the foregoing officials shall have access to and right to-
- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-
- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (B) <u>52.203-15</u>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2)</u> and (<u>3)</u>), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (D) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
- (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

- (F) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>).
- (G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (H) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.
- (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (J) \_\_\_(1) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (K) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter</u> 67).
- (L) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- (M) <u>52.222-54</u>, Employment Eligibility Verification (Aug 2013).
- (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) Executive Order 13658).
- (O) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (<u>42 U.S.C. 1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (P) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.

## 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

#### 52.223-7 Notice of Radioactive Materials

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, \_\_\_\_\_\_\* days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- \* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR <u>23.601(d)</u>.
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### 52.223-11 Ozone Depleting Substances (MAY 2001)

- (a) **Definition**. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydro chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting sub-	-
stances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part	82,
Subpart E, as follows:	

## WARNING

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of clause)